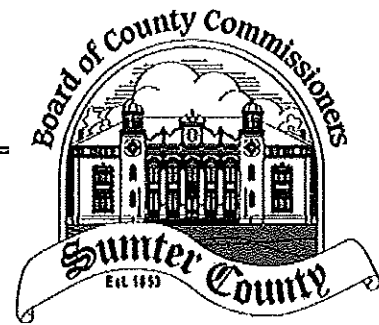


Board of County Commissioners

Sumter County, Florida

7375 Powell Road • Wildwood, FL 34785 • Phone (352) 689-4400 • FAX: (352) 689-4401
Website: <http://sumtercountyll.gov>



January 17, 2012

Penny Rosenberg and Patricia Tills
Friends of the Panasoffkee Community Library, Inc.
PO Box 4
Lake Panasoffkee, FL 33538

Dear Ms. Rosenberg and Ms. Tills,

Thank you for your time today to discuss our joint future at the Lake Panasoffkee Branch Library. Please allow this letter to provide the documentation authorizing your use of a shed currently in use by our Fire & EMS Division. The shed will be relocated to property owned by the County adjacent to your existing storage shed. Our staff has acknowledged the timeframe of 30 days to clean and relocate the shed. In addition, staff is also evaluating your request for the placement of security lighting for the area behind the library and the storage shed(s) area.

In regard to our discussion of the future of the Lake Panasoffkee Branch Library, Sumter County desires to be the property owner of the real property prior to expending funds for the much needed expansion. With the transfer of the real property to Sumter County by June 2012, we can incorporate the future library expansion with the currently budgeted funds for the expansion of the Lake Panasoffkee Fire Station and Park.

As part of the future library expansion, we propose that the sheds be eliminated and a Friends of the Panasoffkee Community Library, Inc. sales room put in place similar to the ones found at the Belvedere and Pinellas Branch Libraries as we have with the Friends of The Villages Library, Inc.

Richard "Dick" Hoffman, Dist 1
(352) 689-4400
7375 Powell Road
Wildwood, FL 34785

Doug Gilpin, Dist 2
Vice Chairman
(352) 689-4400
7375 Powell Road
Wildwood, FL 34785

Don Burgess, Dist 3
(352) 689-4400
7375 Powell Road
Wildwood, FL 34785

Garry Breeden, Dist 4
Chairman
(352) 689-4400
7375 Powell Road
Wildwood, FL 34785

Randy Mask, Dist 5
2nd Vice Chairman
(352) 689-4400
7375 Powell Road
Wildwood, FL 34785

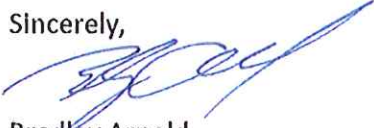
Bradley S. Arnold,
County Administrator
(352) 689-4400
7375 Powell Road
Wildwood, FL 34785

Gloria R. Hayward, Clerk & Auditor
(352) 689-6600
215 East McCollum Avenue
Bushnell, FL 33513

County Attorney
The Hogan Law Firm
Post Office Box 485
Brooksville, Florida 34605

The Sumter County Board of County Commissioners and residents appreciate the interest and hard work of the Friends of the Panasoffkee Community Library, Inc. and hope we can move forward with providing united efforts to support the Sumter County Library System.

Sincerely,



Bradley Arnold
County Administrator

C: Honorable Board of County Commissioners
Deb Barsell, Community Services Director
Scott Cottrell, Public Works Director
Leland Greek, Fire & EMS Director

PUBLIC SERVICE LEASE

This lease is made and executed this 22 day of October, 2002, by and between LAKE PANASOFFKEE COMMUNITY LIBRARY, INC., 1500 CR 459, Lake Panasoffkee, FL 33538 (lessor), and SUMTER COUNTY, FLORIDA 209 N. Fla. St. Bushnell, FL 33513, (lessee).

1. DESCRIPTION OF PREMISES. Lessor leases to lessee, and lessee hires from lessor, as herein provided, the premises located at 1500 CR 459 Lake Panasoffkee, Fl., legal description attached.

2. TERM. The term of this lease is to commence upon execution, and expire on September 30, 2003. This lease shall automatically extend for additional periods of one year thereafter until canceled by notice given 60 days prior to the end of any one year term.

3. RENT. The rent under this lease shall be a nominal rent of \$1.00 per year inasmuch as lessee is a government operating the library.

4. USE OF PREMISES, GENERALLY. The premises are leased to continue provision of public library services for the general public without discrimination. Lessee agrees to restrict their use to such purposes, and not to use, or permit the use of, the premises for any other purpose without first obtaining the consent in writing or lessor, or of lessor's authorized agent.

5. NO USE THAT INCREASES INSURANCE RISK. Lessee shall not use the premises in any manner, even in its use for the purposes for which the premises are leased, that will increase risks covered by insurance on the building where the premises are located, so as to increase the rate of insurance on the premises, or to cause cancellation of any insurance policy covering the building. Lessee further agrees not to keep on the premises, or permit to be kept, used, or sold thereon, anything prohibited by the policy of fire insurance covering the premises. Lessee shall comply, at his own expense, with all requirements of insurers necessary to keep in force the fire and public liability insurance covering the premises and building.

6. NO WASTE, NUISANCE, OR UNLAWFUL USE. Lessee shall not commit, or allow to be committed, any waste on the premises, create or allow any nuisance to exist on the premises, or use or allow the premises to be used for any unlawful purpose.

7. PAYMENT OF UTILITIES. Lessee shall pay for all utilities in connection with its utilization of the property including, but not limited to, electricity, gas, water, and telephone service.

8. REPAIRS, MAINTENANCE, AND ALTERATIONS. Lessee, at its expense, shall maintain and keep the premises, including, without

limitation, windows, doors, skylights, adjacent sidewalks, and walls, roof, fences, and surrounding land in good repair and in a clean and orderly fashion. Lessee shall make no structural changes, alterations, or additions to the premises without the prior written consent of the Lessor, and any such structural change, alteration, or addition to or upon the premises made with the written consent of the Lessor shall remain for the benefit of and become the property of the Lessor, unless otherwise provided in the written consent.

9. PARTIAL DESTRUCTION OF PREMISES. Partial destruction of the leased premises shall not render this lease void or voidable, or terminate it except as herein provided.

If the premises are partially destroyed during the term of this lease, lessee shall have the option of repairing them, when such repairs can be made in conformity with local, state, and federal laws and regulations, and if sufficient funding is available from insurance proceeds with which to do so. If the repairs cannot be so made within a reasonable time or if insufficient funding is available, lessee has the option to terminate this lease immediately.

10. LESSOR'S ENTRY FOR INSPECTION AND MAINTENANCE. Lessor reserves the right to enter on the premises at reasonable times to inspect them and lessee agrees to permit lessor to do so.

11. LESSEE TO CARRY LIABILITY INSURANCE. Lessee shall procure and maintain in force during the term of this lease and any extension thereof, at his expense, public liability insurance in companies and through brokers approved by lessor, adequate to protect against liability for damage claims through public use of or arising out of accidents occurring in or around the leased premises, in a minimum amount of \$100,000.00/200,000.00. Lessee shall also either provide full comprehensive coverage or reimburse Lessor for its coverage. Such insurance policies shall provide coverage for lessor's contingent liability on such claims or losses.

12. INDEMNIFICATION OF LESSOR. Lessor shall not be liable for any loss, injury, death, or damage to persons or property which at any time may be suffered or sustained by lessee or by any person who may at any time be using or occupying or visiting the demised premises or be in, on, or about the same, whether such loss, injury, death, or damage shall be caused by or in any way result from or arise out of any act, omission, or negligence of lessee or of any occupant, subtenant, visitor, or user of any portion of the premises, or shall result from or be caused by any other matter or thing whether of the same kind as or of a different kind that the matters of things above set forth. Lessee, to the extent required under the statutory waiver of sovereign immunity, shall indemnify lessor against all claims, liability, loss, or damage whatsoever on account of any such loss, injury, death, or damage, this clause not to be construed as a waiver of Lessee's sovereign immunity. Lessee hereby waives all claims against lessor for damages to the building and improvements that are now on or hereafter placed or built on the premises and to the property of lessee in, on, or about the premises, and for injuries to persons or property in or about the premises, from any cause arising at any time. The three preceding

sentences shall not apply to loss, injury, death, or damage arising by reason of the negligence or misconduct of lessor, its agents, or employees.

13. LESSEE'S ASSIGNMENT, SUBLEASE, OR LICENSE FOR OCCUPATION BY OTHER PERSONS. Lessee agrees not to assign or sublease the leased premises, any part thereof, or any right or privilege connected therewith, or to allow any other person, except lessee's agents and employees, to occupy the premises or any part thereof, without first obtaining lessor's written consent. Lessor expressly covenants that such consent shall not be unreasonably or arbitrarily refused. One consent by lessor shall not be a consent to a subsequent assignment, sublease, or occupation by other persons. Lessee's unauthorized assignment, sublease, or license to occupy shall be void, and shall terminate the lease at lessor's option. Lessee's interest in this lease is not assignable by operation of law, nor is any assignment of his interest herein, without lessor's written consent.

14. MANNER OF GIVING NOTICE. Notices given pursuant to the provisions of this lease, or necessary to carry out its provisions, shall be in writing, and delivered personally to the person to whom the notice is to be given, or mailed postage prepaid, addressed to such person. Lessor's address for this purpose shall be as set forth above, or such other address as he may designate to lessee in writing. Notices to lessee may be addressed to lessee at the premises leased.

15. EFFECT OF LESSOR'S WAIVER. Lessor's waiver of breach of one covenant or condition of this lease is not a waiver of breach of others, or of subsequent breach of the one waived.

16. LEASE APPLICABLE TO SUCCESSORS. This lease and the covenants and conditions hereof apply to and are binding on the heirs, successors, legal representatives, and assigns of the parties.

17. TIME OF ESSENCE. Time is of the essence of this lease.

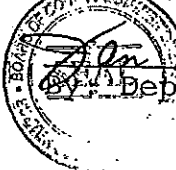
LAKE PANASOFFKEE COMMUNITY
LIBRARY, INC.

Witness

By:

Witness

ATTEST:



John Kuk Patrice

Deputy Clerk

SUMTER COUNTY, FLORIDA

Billy Rutter

By: Billy Rutter, Chair

LEASE EXTENSION AGREEMENT

This agreement is made and entered into this 30th day of August, 2005, between LAKE PANASOFFKEE COMMUNITY LIBRARY, INC., (Lessor) and SUMTER COUNTY, FLORIDA, (Lessee).

WHEREAS, the parties executed a Lease effective on October 12, 2002, for a one year term with automatic one year extensions, and

WHEREAS, the Lessee has the opportunity of obtaining a grant for library services including expansion of the leased premises but the grant requires a minimum of a 20 year lease term,

NOW, THEREFORE, the parties agree as follows:

1. That certain Lease dated October 12, 2002, between the parties is modified to provide for a term of 20 years effective with the execution of this lease extension.

2. No other terms or conditions of said lease are affected in any way by this renewal.

THIS AGREEMENT executed the day and year first above written.

ATTEST: GLORIA HAYWARD

SUMTER COUNTY, FLORIDA



Cornie Webb
Deputy Clerk

Joey Chandler
By: Joey Chandler-Chair.

STATE OF FLORIDA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me on the 30th day of August, 2005, by Benny Strickland, Chair and Cornie Webb, Deputy Clerk. Joey Chandler

AMANDA TAYLOR
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # DD317309
EXPIRES 7/28/2006
BOND \$10,000

Amanda Taylor
Notary Public, State of FLA
My Commission Expires: 7/28/2006

Personally known ☒ or Produced Identification

Type of Identification Produced _____

ATTEST:

LAKE PANASOFFKEE COMMUNITY LIBRARY,
INC.

Brenda C. Compton
By: Brenda C. Compton
STATE OF FLORIDA
COUNTY OF SUMTER

JEANNE JONES
MY COMMISSION # DD 274480
EXPIRES: December 11, 2007
Bonded Through Budget Notary Services

Benny Rosenberg
By: Benny Rosenberg
President

The foregoing instrument was acknowledged before me on the 1st day of September, 2005, by Benny Rosenberg, as President Chair and Brenda Compton as Board member of Lake Panasoffkee Community Library, Inc.

Jeanne Jones
Notary Public, State of FLA
My Commission Expires: 12/11/2007

Personally known ☒ or Produced Identification

Type of Identification Produced _____



JEANNE JONES
MY COMMISSION # DD 274480
EXPIRES: December 11, 2007
Bonded Through Budget Notary Services



0 56 112 168 224 280 336 392 448 504 560 ft

Sumter County BOCC - GIS

BOCC - Bushnell, FL 33513 | 352-793-0200

Parcel ID: J05=098

DOWN TO EARTH LAWN CARE II INC
PO BOX 735 TANGERINE, FL 32777

Street: NOT ON FILE

S/T/R: 05/20/22 BEG AT SW COR OF SEC RUN N 00 DEG 15'33" E 1795.57 FT S 84 DEG 43'45" E 345.81 FT N 00 DEG 15'33" E 552.09 FT S 84 DEG 43'

DEG 43'

Sales

5/1/2006	1590/211	Vacant	\$3,142,300.00
5/1/2006	1606/545	Vacant	\$100.00

NOTES:



This information was derived from data which was compiled by the Sumter County BOCC - GIS. This information should not be relied upon by anyone as a determination of the ownership of property, legal boundary representation, or market value. The map image is not a survey and shall not be used in any Title Search or any official capacity. No warranties, expressed or implied, are provided for the accuracy of the data herein, its use, or its interpretation. This information was last updated: 1/3/2012 and may not reflect the data currently on file at our office.

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